

**OFFICIAL FILE**I.C.C. DOCKET NO. 01-0018Joint Exhibit No. 1

Witness \_\_\_\_\_

Date 5/16/97 Reporter CK

Exhibit 1.3

**FILED WITHOUT  
SUSPENSION****ELECTRIC SERVICE CONTRACT**

AUG 27 1997

**Ameritech Illinois****BY COMMISSION ACTION**

This Electric Service Contract (the "Contract") dated as of July 2, 1997, is between COMMONWEALTH EDISON COMPANY, an Illinois corporation (hereinafter called the "Company") and Ameritech Illinois, an Illinois corporation (hereinafter called the "Customer").

**RECITALS**

1. The Company and the Customer have agreed that electric service shall be provided to the Customer by the Company on the terms and conditions set forth herein.
2. This Contract provides to the Customer, pursuant to Rider 32, annual credits as specified herein in exchange for the Customer's agreement to curtail at least 5,300 kilowatts of its electric load from time to time at the request of the Company pursuant to Rider 32.

**AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. Electric Service.
- 1.1 Supply.

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(a) The Company will supply to the Customer, and the Customer shall take and purchase from the Company, all present and future electricity required by the Customer for power, lighting, manufacturing, ventilation, air conditioning, heating and miscellaneous purposes, on the premises occupied by the Customer at the locations described on Exhibit A (such locations individually as "individual Premises" and collectively the "Premises") for the period set forth in Section 1.2. Exhibit A may be amended from time to time as provided in Exhibit A.

(b) Electricity will be supplied at each of the individual Premises as described on Exhibit A.

(c) The Company will provide facilities capable to serve a thirty-minute demand, at each of the individual Premises, of the kilowatts as set forth on Exhibit A. Before the Customer adds load beyond this level at any of the individual Premises, the Customer shall notify the Company, in writing, adequately in advance of adding such load so that the Company may modify its facilities as determined by the Company.

(d) From and after the Effective Date (as defined below) of this Contract and until this Contract terminates pursuant to Section 1.2, the Customer shall not reduce quantities of electric supply to be supplied hereunder at any of the individual Premises through the use of alternative energy supply, including but not limited to purchase or manufacture of electricity from sources other than the Company, fuel switching,

Filed with the Illinois Commerce Commission  
on July 18, 1997.

Date Effective: September 2, 1997  
Issued by: J. C. Bukowski, Vice President  
Post Office Box 767  
Chicago, Illinois 60601

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bypass, the installation of cogeneration, self-generation or otherwise, in each case without the consent of the Company; provided, however, that the Customer may (i) in the case of incidental pieces of equipment, use alternative energy supplies which are more economical or efficient to the operation of such incidental pieces of equipment, (ii) adopt energy conservation measures to reduce energy consumption, and (iii) install and test emergency back-up systems and use such systems during and to the extent of any interruption of electric supply from the Company; provided further that, in each of the cases described in the foregoing clauses (i), (ii) and (iii), the installation and use of any such equipment shall be permitted under all applicable federal, state and local regulations (including but not limited to regulations of the Federal Energy Regulatory Commission and the Illinois Commerce Commission).

1.2 Contract Term. Electric service under this Contract will commence on or about the first business day ("Effective Date") after this Contract has been approved by the Illinois Commerce Commission. In no event shall service hereunder commence until this Contract has been approved by the Illinois Commerce Commission. Electric service under this Contract shall expire on the earliest of (i) the date this Contract is terminated pursuant to the provisions of Section 2, or (ii) the December 31 following the 5th anniversary of the Effective Date; provided that, unless this Contract has been previously terminated, this Contract shall, upon the expiration of the initial or any renewal term of this Contract, automatically be renewed for a period of twelve months unless either the Company or the Customer notify the other of the termination of this Contract at least thirty days in advance of the termination date.

1.3 Charges and Terms. (a) Except as expressly modified by the provisions specified below in Section 1.3(b), the Customer will receive and pay for electric service under (i) this Contract, (ii) Rate 6 or 6L, as applicable, (iii) Rider 32, (iv) Riders No. 6 (attached as Exhibit B), 7 (attached as Exhibit C), 16, 20, 23, 25 (if it is applicable to an individual Premises), 28 and 31, (v) Terms and Conditions, and (vi) any other applicable rates, riders or tariffs, in each case as the items in clauses (i) - (vi) are on file with the Illinois Commerce Commission from time to time and as the same may be added, deleted, modified or amended from time to time. All federal, state, regulatory and municipal taxes are applicable to all purchases by the Customer from the Company, including without limitation, energy charges, demand charges, customer charges and rentals. The Customer shall pay all such taxes. The Customer agrees to abide by and perform its obligations under the items in clauses (i) - (vi).

(b) (i) The Customer shall pay for electric service at each of the Individual Premises under the above rates and riders as modified below:

For each year during the term of this Contract, the Customer shall receive an annual credit of \$35 per kW for the kilowatts of the Customer's Member's Share of the CEEC Demand Reduction (as defined in Rider 32). Such credit shall be computed in the manner, and paid or credited at the times, set forth in Rider 32. Notwithstanding the foregoing, (a) the annual credit for 1997 shall be an amount equal to the product of the credit which otherwise would be applicable times a fraction the numerator of which is the number of times the Customer is subject to curtailment under this Contract during the Curtailment Season (as defined in Rider 32) in such year and the denominator of which is the number of Curtailments under Rider 32 during the Curtailment Season in such year, and

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(b) no annual credit shall be made for the year in which this Contract is terminated, if such termination occurs prior to or during a Curtailment Season.

(ii) Notwithstanding the provisions of the section of Rider 32 entitled "Service Facilities," (A) the Company shall be required to furnish, own and maintain notification equipment at only two of the individual Premises (which shall be designated by the Customer), (B) the Company shall provide Notices of Curtailment only to such two Premises and need not provide Notices of Curtailment to any other location, (C) the Customer shall have the sole and complete responsibility to furnish any such Notices of Curtailment to all of the other individual Premises, (D) the Company shall not be required to furnish load monitoring equipment at any of the Premises, and (E) this Contract shall be available to individual Premises served under Rate 6 or 6L.

(iii) Using the monitoring/notification equipment, the Company will, if practicable, provide to the Customer notice of each Curtailment in advance of the one hour notice of Curtailment provided for in Rider 32.

1.4 Facilities. Schedule 1 is hereby incorporated into, and made a part of, this Contract.

1.5 Rider 32. (a) All references to Rider 32 in this Contract shall refer to Rider 32 - Curtailable Service Cooperative as it may be amended from time to time.

(b) The Customer's Target Service Level During Curtailment (as defined in Rider 32) shall be 0 kw.

2. Termination. (a) This Contract may be terminated in its entirety upon written notice either (i) by the Customer as provided in Section 4(b), or (ii) by the Company or the Customer as provided in the second paragraph of the section of Rider 32 entitled "Contract Period," or (iii) by the Company if the aggregate load available for curtailment (as set forth on Exhibit A) for all the individual Premises which are then subject to this Contract at any time becomes less than 5,300 kilowatts, or (iv) by the Company if the Customer procures or purchases energy for use at any of the individual Premises from a source or supplier other than the Company or if the Customer breaches Section 1.1(a) or (d), or (v) by a party if the other party fails to make any payment of any amount when due and such failure continues uncured for 30 days after written notice thereof, or (vi) by a party if the other party fails to perform any other material obligation hereunder and such failure continues (without reasonable effort to effect a cure in any failure to perform (other than a failure of payment)) for a period of thirty (30) days after the other party receives written notice of such failure.

(b) In the event of a termination of this Contract in its entirety (i) the parties' respective obligations under this Contract shall terminate (other than those obligations which expressly are to be performed after termination), and (ii) the Customer shall pay the amounts described in Section 2(c).

(c) (i) In the event of a termination of this Contract due to either (i) a breach of this Contract by the Customer, or (ii) a notice given by the Customer pursuant to the second paragraph of the section of Rider 32 entitled "Contract Period," or (iii) a termination pursuant to Section 2(a)(iv) or Section 2(a)(iv), then the Customer shall pay

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to the Company an amount equal to the sum of (A) the repayment amount described in the section of Rider 32 entitled "Contract Period," plus (B) all amounts then due under this Contract for all periods prior to termination.

(ii) In the event of a termination of this Contract for any other reason other than those described in Section 2(c)(i), the Customer shall pay to the Company an amount equal to all amounts then due under this Contract for all periods prior to termination.

(iii) The Customer shall pay the amounts due pursuant to subsections (i) or (ii) within thirty (30) days of the Company's billing date for such charges plus interest thereon from the date of termination until the date paid. Interest shall be calculated at a rate per annum equal to the prime rate of the First National Bank of Chicago or its successor from time to time plus 1%.

(iv) Except for any damages which may be incurred by the Company due to a breach of Section 3, the amounts payable under this Section 2 shall constitute the only amounts due upon the termination of this Contract by either party, and no party shall be required to pay any amounts upon termination in excess of the amounts specified in this Section 2.

### 3. Confidentiality.

(a) The parties agree that the parties' proposals and negotiations prior to this Contract, and the actual charges billed to the Customer under this Contract, constitute the Confidential Business Information of both parties. The Customer and the Company each agree to hold such Confidential Business Information wholly confidential. Such Confidential Business Information may only be used by the parties for purposes related to the approval, administration or enforcement of this Contract and for no other purpose.

(b) Each party agrees not to disclose Confidential Business Information to any other person, and not to disclose or discuss the existence of this Contract or the terms thereof with the media or in any public forum, in each case without the prior written consent of the other party, provided that either party may disclose Confidential Business Information, or the existence of this Contract or the terms of this Contract, if such disclosure is required by law or pursuant to an order of a court or regulatory agency or in order to enforce this Contract or to seek approval of this Contract; and provided further that either party may disclose Confidential Business Information to its directors, officers, agents and consultants if such persons agree to abide by the requirements of this Section 3, but the disclosing party shall be responsible for any breach of such requirements by such individuals. In the event a party is required by law or by a court or regulatory agency to disclose Confidential Business Information, such party shall to the extent possible notify the other at least three business days in advance of such disclosure.

(c) Each party agrees that violation of the terms of this Section 3 constitutes irreparable harm to the other, and that the harmed party may seek any and all remedies available to it at law or in equity, including but not limited to injunctive relief. The provisions of this Section 3 shall survive the termination of this Contract.

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4. Force Majeure. (a) Any delays in or failure of performance by the Customer or the Company under this Contract, other than payment of money according to the terms hereof, shall not constitute default under this Contract if and to the extent such delays or failures of performance are caused by occurrences beyond the control of the Customer or the Company, as the case may be (herein, a "force majeure"), including, but not limited to acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war; rebellion or sabotage or damage resulting therefrom; fires, floods, explosion, accident, riots, or strikes or other concerted acts of workers, equipment failure or major maintenance outage, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically above named, which are not within the control of the Customer or the Company, respectively, and which by the exercise of reasonable diligence, the Customer or the Company are unable to prevent.

(b) If the Company is unable to perform hereunder in accordance with the terms hereof for a period (the "Period of Inability") in excess of ninety (90) consecutive days (beginning no sooner than the Effective Date) because of any act or omission of any governmental authority, and such inability is material and adversely affects the Customer, the Customer may terminate this Contract after notice to the Company given no later than 120 days after the Period of Inability begins. The notice shall specify a billing period ending no sooner than thirty (30) days nor later than one hundred eighty (180) days after such notice is given and at the end of which the termination will become effective. The Company will use its best efforts to support this Contract in any proceeding or other inquiry before or by any governmental authority, and the Customer will provide such assistance as the Company may reasonably request. Neither the Company nor the Customer will initiate such an inquiry or proceeding (provided that the submission of this Contract to the Illinois Commerce Commission seeking approval of this Contract and any subsequent judicial proceeding relating thereto shall be deemed not be such an initiation) nor will either party otherwise seek to change any term hereof without the other party's consent. As used herein, the term "governmental authority" includes any Illinois (state or local) or federal governmental body, agency, commission, board or court exercising authority with respect to the making or performance of this Contract.

(c) The parties recognize that their ability to perform hereunder in accordance with the terms hereof is dependent upon the effectiveness of Rider 32 pursuant to which this Contract is filed, the approval of this Contract by the Illinois Commerce Commission, and the lack of any subsequent regulatory or judicial order disapproving this Contract. The Company shall, promptly after the execution of this Contract, seek such approval. If the Illinois Commerce Commission does not approve this Contract on or before May 15, 1998, this Contract shall be null and void unless extended by the written mutual agreement of the parties, which agreement will not be unreasonably withheld.

5. Arbitration. Any dispute, controversy or claim arising out of or in connection with or relating to this Contract or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to and settled by arbitration. The party calling for arbitration shall serve notice upon the other party in detail the question or questions to be arbitrated. Such arbitration shall be conducted pursuant to the rules of the American Arbitration Association before three arbitrators.

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(unless the Company and Customer agree to one arbitrator) designated by the American Arbitration Association. The arbitrators designated and acting under this Contract shall make their award in strict conformity with such rules and shall have no power to depart from or change any of the provisions thereof. All arbitration proceedings hereunder shall be conducted in the City of Chicago. Such arbitration shall be concluded and the arbitrator's final order shall be issued within a reasonable period of time not to exceed six (6) months from the date of the demand for arbitration. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered by any court, state or federal, having jurisdiction, provided that to the extent the Illinois Commerce Commission has jurisdiction over the subject matter of the arbitration, the parties agree that the portion of the arbitrators' order which is subject to the jurisdiction of the Illinois Commerce Commission is subject to the approval of the Illinois Commerce Commission. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own employees, experts, evidence and counsel. The provisions of this Section 5 shall survive any termination of this Contract.

6. Notices.

(a) All notices, requests, demands, payments, and other communications, other than Notices of Curtailments, to be given or delivered under or by reason of this Contract or Rider 32, shall be in writing and shall be deemed to have been given when delivered personally or two weekdays after having been sent by registered or certified mail, or overnight courier, with postage or charges prepaid, return receipt requested. All notices under this Contract (other than invoices for amounts due the Company under this Contract) must be sent to the respective party at its address set forth below:

To the Company: Director of Rates  
Commonwealth Edison  
One First National Plaza  
10 S. Dearborn  
Chicago, Illinois 60603

with a copy to: Manager of Retail Services  
Commonwealth Edison  
One First National Plaza  
10 S. Dearborn  
Chicago, Illinois 60603

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To the Customer: Director of Property Management  
Ameritech Illinois  
11 S. LaSalle, 11th Floor  
Chicago, Illinois 60606

with a copy to: Vice President and General Counsel  
Ameritech Illinois  
38th Floor  
30 S. Wacker Drive  
Chicago, Illinois 60606

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(b) All invoices for amounts due the Company under this Contract must be sent to the address specified below:

Ameritech Accounts Payable  
311 W. Washington, 10th Floor  
Chicago, Illinois 60606

(c) The address to which notices or invoices shall be mailed may be changed from time to time by either party by notice served as hereinabove provided. Notice shall be effective upon receipt.

7. **General.** This Contract (i) may be executed in multiple counterparts, each of which shall be deemed an original and which, taken together, shall be deemed to express the single agreement of the parties; (ii) shall not be altered or amended except by an instrument in writing executed by authorized representatives of the parties (except as otherwise provided in Exhibit A); (iii) constitutes the entire agreement and merges and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the parties with respect to the subject matter of this Contract (including the Electric Service Contracts described on Exhibit A in column (12)); (iv) is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; (v) may not be assigned (nor may any rights hereunder be assigned) without the prior written consent of the other party; provided that neither party shall withhold its consent to any such assignment if its rights hereunder will not be adversely affected thereby; (vi) does not confer any rights upon any person other than the parties and their respective successors and permitted assigns; (vii) may be performed by the Company through the use of agents and subcontractors (but such use shall not relieve the Company of any obligation hereunder); and (viii) shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws principles. Any provision of this Contract which is prohibited or unenforceable in a specific situation in any jurisdiction shall not affect the validity or enforceability of: (a) that provision in another situation or in any other jurisdiction, or (b) the other provisions of this Contract if such other provisions could then continue to conform with the purposes of this Contract and the terms and requirements of applicable law. A waiver by either party of any default by the other party of this Contract shall not be deemed to be a continuing waiver or a waiver of any other provision of this Contract, but shall apply solely to the instance to which the waiver is

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directed. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of July 8, 1997.

FOR THE COMPANY:

FOR THE CUSTOMER:

John C. Bukowski

Accepted by: (Print Name)

David Kelleher

Accepted by: (Print Name)

John C. Bukowski 7/16/97  
(Signature/Date)

David Kelleher 7-8-97  
(Signature/Date)

Vice President

Official Capacity

Director - Property Management Services

Official Capacity

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**EXHIBIT A** AUG 27 1997

**BY COMMISSION ACTION**

ILLINOIS COMMERCE COMMISSION  
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Electricity will be supplied at the following locations and approximate demand levels as follows:

Account #	Address	Rate	Riders	Thiry Minute Demand	Available Curtable Load	Entering Voltage	Trans- formed to	Metering Voltage	Phase	Wire	Date of Previous Electric Service Contract
09094821658A	2940w Cortland Chicago	6T	7	332	332	13.2/12.7KV	277/480	277/480	3	4	5/1/95
03060412971A	641 N Dearborn, Chicago	6T	7	546	546	13.2/12.7KV	277/480	277/480	3	4	6/15/95
GK44JMZ5325A	20 S. Orchard, Park Forest	6T		193	193	13.2/12.7KV	120/208	120/208	3	4	5/1/95
1055908338A	200 E Randolph LLA1 Chicago	6T	7	879	879	13.2/12.7KV	277/480	277/480	3	4	5/6/87
10052006946A	2211 S Wabash Chicago	6		318	318	13.2/12.7KV	120/208	120/208	3	4	3/1/96
28112024011A	6247 S Kilbourn Chicago	6		287	287	13.2/12.7KV	120/208	120/208	3	4	3/13/96
BH801A21572A	106 Eastman Arlington Heights	6T		616	616	13.2/12.7KV	277/480	277/480	3	4	5/15/95
BB01WM0979J	1325 Jones, Hoffman Estates	6T		386	386	13.2/12.7KV	277/480	277/480	3	4	6/22/95
BU79JK43438A	10 N Scott Arlington Heights	6	7, 23	497	497	13.2/12.7KV	277/480	277/480	3	4	5/6/87
GB77EJ09179A	18214 S. Dixie Hwy., Homewood	6T		181	181	13.2/12.7KV	277/480	277/480	3	4	5/1/95
AS25GN39806A	50 E Dundee Rd Wheeling	6		334	334	13.2/12.7KV	277/480	277/480	3	4	11/3/95
AM25HK29835A	2305 Sanner Rd, Northbrook	6L	6, 7	1209	1209	13.2/12.7KV	277/480	277/480	3	4	4/15/95
EK01NN25451A	20 N. Main St Lombard	6T	1	503	503	13.2/12.7KV	120/208	120/208	3	4	4/13/95
EK13GD25410A	444 Pennsylvania, Glen Ellyn	6T		181	181	13.2/12.7KV	120/208	120/208	3	4	5/15/95
4608033000A	1620w 99th St Chicago	6		310	310	13.2/12.7KV	120/208	120/208	3	4	1/1/76
19100533037A	3950 N Sawyer Chicago	6	7	351	351	13.2/12.7KV	120/208	120/208	3	4	10/18/96
19122433186A	3949 N Le Claire Chicago	6	7	310	310	13.2/12.7KV	120/208	120/208	3	4	10/18/85
36061033195A	233w 76th St	6T	7	639	639	13.2/12.7KV	120/208	120/208	3	4	10/18/86
16084512161A	2240-44w 37th St	6T	7	370	370	13.2/12.7KV	277/480	277/480	3	4	3/5/96
ES10AA39117A	1020 E. New York, Aurora	6T	7	151	151	13.2/12.7KV	120/208	120/208	3	4	4/27/96
EG05EF19946A	25w251 Ridgeland, Listc Twp.	6T	7, 23	138	138	13.2/12.7KV	277/480	277/480	3	4	5/1/95
GF77IC17129A	1401 Deer Creek, Ford Heights	6T		100	100	13.2/12.7KV	120/208	120/208	3	4	5/9/95
Total				8.831 mW	8.831 mW						

From time to time, the Customer may, upon 60 days prior written notice to the Company, amend this Exhibit A to add or delete locations. Upon receipt of such Notice, the Company shall (i) amend this Exhibit A by adding (or deleting) the information in all columns of this Exhibit for such additional (or deleted) locations. All such additions or deletions shall be effective on the 60<sup>th</sup> day after receipt by the Company of the Customer's written notice (or such other date as the parties may otherwise agree); provided that (i) no such additions or deletions may become effective during the Curtailment Season (as defined in Rider 32 and (ii) any such addition or deletion requested 60 days prior to or during the Curtailment Season shall become effective on the later of (i) the October 1 following such request, or (ii) 60 days after receipt by the Company of the Customer's written notice (or such other date as the parties may otherwise agree).

EXHIBIT B

**FACILITIES RENTAL SERVICE - RIDER 6**

Ameritech-Ibl-#6715  
2305 Sanders Road  
Northfield Township, Illinois

Account #: AM25-HK-29835  
SPS ID #: 93080212444130  
SER #:  
Contract Dated: 7-8-97

The Company hereby agrees to furnish and maintain hereunder facilities which the Company provides on a rental basis, for which the Customer agrees to pay a monthly rental of \$672.10 as described below:

**1. Required Facilities:**

4 - 2000-KVA-COMP RADIAL TRANS, 13200-277/480 V, PAD MOUNT	@ \$322.85	(KPO532000)	\$1,291.40
12 - 15KV - 200 AMPERES, CUTOUT, SMD-20	@ \$3.10	(1A4)	\$37.20
6 - 15 KV - INTERMEDIATE CLASS ARRESTER	@ \$1.30	(2B2)	\$7.80
6 - 10 KV - DISTRIBUTION CLASS ARRESTER	@ \$0.30	(2A4)	\$1.80
<b>Total</b>			<b>\$1,338.20</b>

**2. Standard Facilities:**

6 - 10 KV - DISTRIBUTION CLASS ARRESTER	@ \$0.30	(2A4)	\$1.80
6 - 15KV - 200 AMPERES, CUTOUT, SMD-20	@ \$3.10	(1A4)	\$18.60
2 - 2000-KVA-COMP RADIAL TRANS, 13200-277/480 V, PAD MOUNT	@ \$322.85	(KPO532000)	\$645.70
<b>Total</b>			<b>\$666.10</b>

**3. Frozen Transformer Rental:**

\$0.00

**4. Monthly Equipment Rental:**

(Item 1 minus Item 2 minus Item 3)

**Total** \$672.10

**5. Capacitor Facilities:**

0 KVAR @ \$0.12

\$0.00

**6. Total Monthly Rental:**

(Item 4 plus Item 5)

**\$672.10**

All such facilities shall remain property of the Company.

The monthly rental specified is based on the Company's standard rental charges applicable on the date hereof and is subject to change. The actual rental charges shall be those in effect at the time of installation of the facilities; and whenever there is a change in facilities which requires a different rental payment, the rental charge for all facilities of the same class will be based on charges in effect at that time. The monthly rental is in addition to all other charges under the contract to which this rider applies.

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EXHIBIT C  
**METER LEASE SERVICE**

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The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$1.15.

1. Actual Metering Equipment	Monthly Rental
1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....	\$6.00
1 - Recording Demand Register - electronic (R) @ \$9.40 ea .....	\$9.40
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$14.10

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2. Standard Metering Equipment	Total (Item 1).....	\$29.50
1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....		\$6.00
1 - Time of Day Demand Registers - electronic (F) @ \$8.25 ea.....		\$8.25
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....		\$14.10

3. Total Monthly Rental Payable (Item 1 minus Item 2).....	Total (Item 2).....	\$28.35
		\$1.15

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name Ameritech

Address 2840 Cortland

Chicago

Dated 7-8-97

0909-48-21658

P. 12/26

SEP-27-2000 WED 03:23 PM AMERITECH GOV. RELATIONS FAX NO. 2175284905

EXHIBIT C  
**METER LEASE SERVICE**

7

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$7.75.

**1. Actual Metering Equipment**

Monthly Rental

1 - Three Phase, Self Contained, Class 100 & 200 watthour meters (H) @ \$2.90 ea .....	\$2.90
1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....	\$6.00
1 - Demand Registers - mechanical or electronic (A) @ \$2.25 ea .....	\$2.25
1 - Recording Demand Register - electronic (B) @ \$9.40 ea .....	\$9.40
2 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea .....	\$2.50
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$14.10
2 - 480 Volt & under, over 2000A, indoor current transformers (D) @ \$5.45 ea .....	\$10.90

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AUG 27 1997

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Total (Item 1)..... \$48.05

**2. Standard Metering Equipment**

1 - Single Phase, Transformer Rated, Class 10 watthour meters (A) @ \$4.40 ea .....	\$4.40
1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....	\$6.00
2 - Time of Day Demand Registers - electronic (F) @ \$8.25 ea .....	\$16.50
2 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea .....	\$2.50
2 - 480 Volt & under, over 2000A, indoor current transformers (D) @ \$5.45 ea .....	\$10.90

Total (Item 2)..... \$40.30

**3. Total Monthly Rental Payable (Item 1 minus Item 2).....**

\$7.75

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name Amentech

Address 841 N. Dearborn

Chicago

Dated 7-8-97

0306-04-11971

P. 13/26

FAX NO. 2175284905

SEP-27-2000 WED 03:23 PM AMERITECH GOV. RELATIONS

EXHIBIT C  
**METER LEASE SERVICE**

7

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$60.15.

**1. Actual Metering Equipment**

Monthly Rental

3 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....	\$18.00
3 - Recording Demand Register - electronic (R) @ \$9.40 ea .....	\$28.20
9 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$42.30

**FILED WITHOUT  
SUSPENSION**

AUG 27 1997

**BY COMMISSION ACTION**

Total (Item 1)..... \$88.50

**2. Standard Metering Equipment**

1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....	\$6.00
1 - Time of Day Demand Registers - electronic (F) @ \$8.25 ea .....	\$8.25
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$14.10

Total (Item 2)..... \$28.35

**3. Total Monthly Rental Payable (Item 1 minus Item 2)..... \$60.15**

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name Ameritech

Address 200 East Randolph

Chicago

Dated 7-8-97

0105-59-08338

P. 14/26

SEP-27-2000 WED 03:23 PM AMERITECH GOV. RELATIONS FAX NO. 2175284905

**EXHIBIT C**  
**METER LEASE SERVICE**

**7**

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$14.30.

**1. Actual Metering Equipment**

**Monthly Rental**

2 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....	\$12.00
2 - Recording Demand Register - electronic (R) @ \$9.40 ea .....	\$18.80
3 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea .....	\$3.75
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$14.10

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**AUG 27 1997**

**BY COMMISSION ACTION**

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**JUL 18 1997**

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

**2. Standard Metering Equipment**

**Total (Item 1)..... \$48.65**

2 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....	\$12.00
2 - Demand Registers - mechanical or electronic (A) @ \$2.25 ea .....	\$4.50
3 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea .....	\$3.75
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$14.10

**Total (Item 2)..... \$34.35**

**3. Total Monthly Rental Payable (Item 1 minus Item 2)..... \$14.30**

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name Ameritech # 6547

Address 10 N. Scott

Arlington Heights

Dated 7-8-97

bm79 jh 43438

P. 15/26

SEP-27-2000 WED 03:24 PM AMERITECH GOV. RELATIONS FAX NO. 2175284905

EXHIBIT C  
**METER LEASE SERVICE**

7

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$64.70.

1. Actual Metering Equipment	Monthly Rental
4 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....	\$24.00
4 - Recording Demand Register - electronic (R) @ \$9.40 ea .....	\$37.60
2 - Data/Time Pulse Output - electronic register (W) @ \$2.85 ea .....	\$5.70
12 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$56.40

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**AUG 27 1997**  
  
**BY COMMISSION ACTION**

**RECEIVED**  
**JUL 18 1997**

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

	Total (Item 1).....	\$123.70
2. Standard Metering Equipment		
2 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....		\$12.00
2 - Recording Demand Register - electronic (R) @ \$9.40 ea .....		\$18.80
6 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....		\$28.20
4 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....		
	Total (Item 2).....	\$59.00
3. Total Monthly Rental Payable (Item 1 minus Item 2).....		\$64.70

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Dated 7-8-97

AM25 HK 29835

Customer's Name AMERITECH

Address 2305 SANDERS

NORTHFIELD

P. 16/26

FAX NO. 2175284905

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